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STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
& ENVIRONMENTAL CONTROL

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November 2, 1998

The Honorable James H. Sills
Mayor
City of Wilmington
Louis L. Redding City/County Building
800 N. French Street
Wilmington, Delaware 19801

Dear Mayor Sills: *Jim*

I am pleased to present the final Memorandum of Understanding (MOU) to improve communications, information sharing and coordination between the City of Wilmington and its citizens and the Department of Natural Resources and Environmental Control (DNREC) regarding the cleanup of hazardous waste sites within the City. This MOU memorializes an effort which has already been initiated that is designed to direct and coordinate our resources to ensure residents are informed about hazardous waste sites in their communities and to provide opportunities to take their concerns into account throughout the cleanup process.

I applaud the City's interest in wanting to be more involved in these issues and believe the MOU will provide an effective framework for exchanging information and addressing communities concerns. Enclosed you will find two signed original documents. Please sign both copies, retain one for your files and return the other to my office.

Again, I commend the City for its interest and involvement in this important environmental and public health issue. The Department looks forward to establishing a more effective working relationship with the City in this area.

Very truly yours,

Christophe A. G. Tulou
Christophe A. G. Tulou
Secretary

Enclosures

Delaware's good nature depends on you!

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
AND THE
CITY OF WILMINGTON
REGARDING
INFORMATION SHARING ON CONTAMINATED SITES IN THE CITY

I. BACKGROUND

1. The Delaware Department of Natural Resources and Environmental Control (“DNREC” or “the Department”) is authorized, pursuant to the Hazardous Substance Cleanup Act, 7 Del. C. Chapter 91 (“HSCA”), to require investigations and cleanups of sites contaminated with hazardous substances in order to protect public health, welfare, and the environment.
2. HSCA requires that DNREC notify the public about cleanups which are proposed for contaminated sites, and it provides the public with the right to make comments on such proposed cleanups. In addition, DNREC in entering into the Superfund Memorandum of Agreement Concerning Delaware’s Voluntary Cleanup Program dated August 1, 1997 with EPA agreed to “(p)roviding necessary information to the key stakeholders in Delaware to allow for informed decision-making by property owners, prospective purchasers, lenders, public and private developers, citizens, communities, municipalities, counties and elected officials.”
3. The City of Wilmington (“Wilmington” or “the City”), on behalf of its residents, has a fundamental interest in the contaminated sites that are cleaned up within corporate/municipal boundaries of the City pursuant to its powers and duties under the Delaware Constitution and 22 Del. C. § 802.
4. Wilmington applied for federal assistance from the United States Environmental Protection Agency (“EPA”) under its Brownfields Assessment Demonstration pilot program in January

1997. The City estimates that twenty-five percent (25%) of land within its municipal boundaries currently, or potentially, is contaminated and classified as Brownfields. Further, the City recognizes that DNREC, through the state HSCA and Brownfield/Voluntary Cleanup programs and the federal Superfund Pre-Remedial Cooperative Agreement between EPA and DNREC, has been a leader in developing and implementing successful strategies to help promote the investigation and cleanup of contaminated and potentially contaminated properties.

5. Wilmington and DNREC believe that investigation and cleanup of contaminated sites within Wilmington is necessary to reduce risks and protect public health, welfare and the environment from long term exposure to hazardous substances, and that active community involvement in cleanup decisions is an important element in that process.
6. DNREC and Wilmington enter into this Memorandum of Understanding ("MOU") to specify the actions each will take with respect to information sharing related to the investigation and cleanup of contaminated or potentially contaminated properties located within Wilmington's corporate/municipal boundaries, and to promote redevelopment of those properties.

II. PURPOSES

1. Wilmington and DNREC enter into this MOU for the purpose of enhancing public information and public participation opportunities for those communities that may be affected by the release of hazardous substances at contaminated sites, including Brownfields sites.
2. Wilmington and DNREC believe the revitalization of contaminated, or potentially contaminated, properties will provide a significant benefit to the community, the

environment and the economic well-being of Wilmington and the State of Delaware, and to the health and welfare of their residents.

3. To the greatest extent possible, the City and the Department seek to facilitate the productive reuse of industrial and commercial properties by reducing, preventing and eliminating unnecessary impediments to the investigation, cleanup, financing, transfer and appropriate redevelopment and reuse of these properties, and thereby help to minimize the development of green space, pristine open space and agricultural lands, to maximize the utilization of existing infrastructure and transportation systems, and to prevent the creation of newly contaminated properties.
4. In order to encourage community involvement in decisions regarding the cleanup of contaminated sites in the City, and to provide Wilmington with adequate and timely information to allow it to carry out its responsibilities to residents, DNREC will endeavor to go beyond the existing public notice and participation requirements of HSCA and provide for more extensive sharing of information with Wilmington and its residents regarding the risks associated with these sites and the on-going status of cleanup efforts, consistent with the Department's Environmental Justice strategy.
5. The City and the Department recognize the importance of coordinating their efforts in order to achieve the maximum benefit to public health, welfare and the environment and to make efficient use of the limited federal, state and local resources available to perform environmental investigations and cleanup of contaminated sites within the City.

III. GOALS

DNREC and Wilmington desire to protect public health, welfare and the environment by improving the process of cleaning up contaminated sites in the City by achieving the following goals:

1. Establish the following procedures to ensure the regular exchange of information between DNREC and the City of Wilmington as to the identification of sites and the status of the environmental investigation and cleanup of contaminated sites in the City:

A. Ongoing communications scheduled as necessary between DNREC and City attorneys regarding legal issues and their status with respect to the hazardous waste sites located within Wilmington's corporate/municipal boundaries;



B. Meetings between DNREC and City representatives at their respective offices at alternate locations at the approximate frequency of every alternative month for the purposes of keeping each other informed of ongoing and future activities; and discussing and planning for mutual goals with respect to hazardous waste sites contained within Wilmington's corporate/municipal boundaries, including inquiries or complaints regarding potentially hazardous waste sites in the City and conferring on priorities with respect to the ranking and cleanup of those sites;

C. Telephone conference calls between DNREC and City representatives whenever either party feels the need for such a call for the purpose of keeping each other informed of ongoing and upcoming activities, to discover and resolve problems between the two parties, and to keep lines of communication open;

- D. DNREC agrees to inform the City of proposed activities including community meetings and press conferences as necessary and appropriate to afford an opportunity for involvement of the City with respect to the hazardous waste sites located within Wilmington's corporate/municipal boundaries;
 - E. DNREC will make available all files relative to hazardous waste sites within the Wilmington corporate/municipal boundaries for review by the City;
 - F. DNREC, in cooperation and consultation with the City, will develop and implement a community relations plan providing for public information and involvement in the investigation and cleanup of hazardous waste sites located within Wilmington's corporate/municipal limits;
 - G. To the maximum extent practicable, DNREC and the City will endeavor to present a unified position in dealing with the public, and to further this goal, DNREC will consult with the City in developing joint press releases and other communications to the media with respect to the investigation and cleanup of hazardous waste sites located within Wilmington's corporate/municipal boundaries.
- 2. DNREC and the City will cooperate in encouraging public participation and community involvement in the various stages of the environmental investigation and cleanup process.
 - 3. DNREC and the City will work to coordinate activities to avoid duplicating efforts in providing information and public involvement in investigation and clean up of contaminated sites in the City, so as to make the most efficient and effective use of limited public funds.

NOW THEREFORE, in order to implement the purposes and achieve the goals described above, DNREC and Wilmington agree to take the following actions:

1. DNREC has submitted to Wilmington on July 1, 1998 a list of HSCA sites existing within the City at that time, along with a map indicating their location. A brief synopsis of work activities and status of these sites were also provided. This list will be updated every six months.
2. DNREC will forward to Wilmington a copy of all public notices of proposed and final plans of remedial action, along with copies of said plans.
3. All submissions by DNREC under paragraphs 1 and 2, above, will be sent to the following Wilmington officials:

Arthur Boswell, Administrative Assistant to the Mayor;

Golden De Angelo, Director of Emergency Management, City of Wilmington;

James Baker, President of City Council; and

Samuel Guy, Chairman, Judiciary Committee.
4. DNREC will make appropriate staff available to the City of Wilmington, upon request and at mutually agreeable and reasonable times, to attend meetings and respond to questions about the status of investigations or cleanups of contaminated sites with the City.
5. DNREC will take the initiative of informing community leaders, planning councils and neighborhood associations on a site-by-site basis of the information and materials described in paragraphs 1 and 2 above. Wilmington will disseminate said information and

materials to any other City officials, as it deems necessary and appropriate.

6. Wilmington will advise DNREC of any official program to develop an environmental justice/community relations plan. Wilmington will also use its best efforts to inform DNREC of projects relating to the Brownfield Assessment Demonstration pilot program and to concurrently provide DNREC such reports as are submitted to EPA under this grant agreement.
7. Wilmington will use its best efforts to inform DNREC of all official meetings and/or communications with the public, and advise the Department of any questions, comments or concerns that may be related to contaminated sites located within the City. For the purposes of providing notification or information in accordance with paragraph 6 and 7 of this section, DNREC's contact person shall be:

N. V. Raman
Program Manager
DNREC/SIRB
391 Lukens Drive
New Castle, Delaware 19720
(302) 395-2638 or fax (302) 395-2601

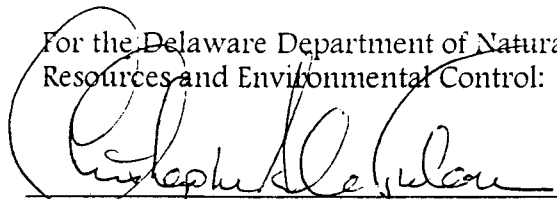
The City will designate a Contact person within 30 days of signing of this agreement.

8. To the maximum extent practicable, DNREC and Wilmington will attempt to coordinate their efforts to inform and educate the public about the investigation and cleanup of contaminated sites in the City so these efforts will be complimentary and not result in redundant or wasteful expenditures of limited funds and resources.

9. Nothing in this MOU shall, in any way, modify, limit or affect any authorities available to the City or the Department except to the extent explicitly stated herein.

10. Through this MOU, DNREC agrees to provide Wilmington and its residents with information regarding environmental investigations and cleanups of contaminated sites conducted or overseen by the Department within the City, beyond that which is specifically required under HSCA. This MOU does not create additional statutory, regulatory, or administrative rights or rights of appeal beyond those which currently exist under HSCA and the Regulations Governing Hazardous Substance Cleanup. Furthermore, nothing in this MOU shall affect DNREC's sole right and responsibility, with due consideration to any comments received from the City or members of the public, to make all decisions under HSCA regarding investigations and cleanups of contaminated sites in the City, and the Department reserves the sole right to make all such decisions, as provided by and in conformance with the law.

For the Delaware Department of Natural
Resources and Environmental Control:


Christophe A.G. Tulou, Secretary

11.2.98

Date

For the City of Wilmington:

James H. Sills, Jr., Mayor

Date

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